

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE: WESTWIND MANOR RESORT ASSOCIATION, INC., et al. Debtors.	§ § § §	Case No. 19-50026 (DRJ) (Chapter 11) Jointly Administered
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FORCE 10 AGENCY SERVICES LLC,
TRUSTEE OF THE CREDITOR TRUST

Plaintiff,

VS.

ADV. P. NO. 21-03035

BRENDAN M. FLAHERTY
BMF PROPERTIES, LLC;
WARRIOR GOLF, LLC;
WHOLESALE GOLF SUPPLY &
SERVICES, INC.;
DOT COM ASSET MANAGEMENT, LTD.;
WARRIOR CUSTOM STORAGE & RV, LP,
RIVERBOUND STORAGE
MANAGEMENT, LLC
CIMARRON FOOD AND BEVERAGE, INC.;
WOLF CREEK FOOD AND
BEVERAGE, LLC;
WARRIOR TENNESSEE FOOD AND
BEVERAGE, LLC;
DWIGHT BECKSTRAND
(D/B/A BECKSTRAND LAW OFFICES);
REED A. COLEY; AND
COLEYDOCTER, INC.

Defendants.

MOTION TO DISMISS

THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE AND SERVE A RESPONSE WITHIN 21 DAYS OF THE DATE THIS MOTION WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY

TO THE HONORABLE DAVID R. JONES, CHIEF UNITED STATES BANKRUPTCY JUDGE: COMES NOW, PLAINTIFF, FORCE 10 AGENCY SERVICES LLC, TRUSTEE OF THE CREDITOR TRUST in the above captioned Chapter 11 case and brings this Motion to Dismiss with Prejudice the claims and counterclaims with respect to Defendants, Warrior Custom Storage & RV, LP and Riverbound Storage Management, LLC.

On March 3, 2021, Plaintiff, Force 10 Agency Services, LLC, filed its Complaint against multiple Defendants including Defendants Warrior Custom Storage & RV, LP and Riverbound Storage Management, LLC (collectively, “Riverbound”). Ryan Rodney, the principal of these two entities, was not sued in his individual capacity at that time. In early 2022, Plaintiff learned of the existence of a promissory note made between Ryan Rodney and Defendant, Brendan Flaherty, (“Flaherty”) in furtherance of Flaherty selling his ownership interest in Riverbound to Rodney. Until this discovery, Plaintiff understood the promissory note to have been made by Defendant Riverbound. Upon learning of these facts giving Plaintiff viable causes of action against Rodney, counsel for Plaintiff, made demand on counsel for Rodney for payment of these funds. Pursuant to this demand, Rodney interpleaded the funds into the registry of the Court so that the Court can determine who is entitled to the note payment.

Accordingly, Plaintiff now requests the Court to dismiss the claims and counterclaims with respect to Defendants, Warrior Custom Storage & RV, LP and Riverbound Storage Management, LLC, with prejudice.

PRAYER

Plaintiff Trustee respectfully requests the Court to enter an Order granting this Motion and dismiss the claims and counterclaims with respect to Defendants, Warrior Custom Storage & RV, LP and Riverbound Storage Management, LLC, with prejudice.

DATED: May 6, 2022

Respectfully Submitted,

WALSTON BOWLIN, LLP

/s/ Clifford H. Walston

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ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing pleading was served in accordance with the Federal Rules of Bankruptcy Procedure on May 6, 2022.

/s/ Cliff Walston

Cliff Walston